

DEPARTMENT OF CIVIL AVIATION

**Request for Proposal
Through Open Advertised Bidding**

Issued on: 08 February 2017

for

**Selection of Consultant
for**

**Provision of Consultancy Services for the
Conversion of the Department of Civil
Aviation into a Civil Aviation Authority**

(for Lump Sum contract)

Procurement Reference No: CAV/QUO: No.25 of 2016/17

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Section 1.

Letter of Invitation

08 February 2017

My Ref: CAV/QUO: No.25 of 2016/17

Dear Sir/Madam

Provision of Consultancy Services for the Conversion of the Department of Civil Aviation into a Civil Aviation Authority

The Department of Civil Aviation invites proposals from international firms/organisations for the **Provision of Consultancy Services for the Conversion of the Department of Civil Aviation into a Civil Aviation Authority**. More details on the services are provided in the Terms of Reference.

A firm/organisation will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Mauritius.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Form of Contract

Yours faithfully

C BHOOTOOA
for Director of Civil Aviation

Section 2. Instructions to Consultants

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Instructions to Consultants

Definitions

- (a) “Client” means the Public Body with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Mauritius.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client.
- (i) “PPO” means the Procurement Policy Office of Mauritius
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Mauritius; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Mauritius.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants following shortlisting and includes inviting proposals through Open Advertised Bidding method.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.

- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

• **Introduction**

- 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6 The Government of the Republic of Mauritius requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a

Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 It is the policy of the Government of Mauritius to require Public Bodies, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.¹ In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly,

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

any party or the property of the party to influence improperly the actions of a party⁵;

- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially the Client’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

⁵ “Party” refers to a participant in the selection process or contract execution.

^b A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant’s proposal for the particular services; or (ii) appointed by the Client.

- 1.7.2 Consultants and public officials shall be also aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : ppo.govmu.org.
- 1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.7.4 The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Clients obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

Eligibility

- 1.8 Consultants participating in this selection process shall ascertain that they satisfy the eligibility criteria mentioned hereunder.
- 1.8.1(a) In accordance with CIDB (Registration of Consultant and Contractors) Regulation 2014, Consultants currently operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.
- (b) Foreign consultants as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to submitting proposals for this project. If the contract is awarded to a foreign consultant the latter shall have to apply for and obtain a Temporary Registration before starting the project.
- (c) Consultants whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to submitting proposals for this project. If an

existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.

(d) Sub-consultants undertaking assignments on behalf of main consultants are also subject to registration as applicable to consultants.

(e) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

1.8.2 (a) A firm or individual that has been sanctioned by the Government of the Republic of Mauritius in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Procurement Policy Office.

(b) A consultant that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(c) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: ppo.govmu.org.

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Eligibility of Sub-Consultants

1.9 Deleted

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|--|------|---|
| Origin of Goods and Consulting Services | 1.10 | <p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> (i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that country. |
| Only one Proposal | 1.11 | <p>Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.</p> |
| Proposal Validity | 1.12 | <p>The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p> |
| 2. Clarification and Amendment of RFP Documents | 2.1 | <p>Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.</p> |

- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.
- (b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) (i) Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies.

In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

For a Joint Venture to qualify for this assignment the lead member of the Joint Venture shall individually satisfy the experience criteria related to this assignment as defined by the Client.

The Client shall not require Consultants to form associations with any specific firm or group of firms or include any particular individual in their proposals, but may encourage association with qualified national firms.

- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture.

Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b)
 - (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c)
 - (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each

staff team member, and their tasks (Form TECH-5 of Section 3).

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will indicate the contact details of the Mauritius Revenue Authority in the Data Sheet to facilitate the Consultant from obtaining the relevant information in this respect. The Client shall also provide information in respect of taxes deductible at source if any on the fees payable to the Consultant.

- 3.8 Consultants, other than Mauritian nationals, may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in Mauritian Rupees if so indicated in the **Data Sheet**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE**[insert the time and date of the submission deadline indicated in the **Data Sheet**]”. The Client shall not be

responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

**Public Opening
and Evaluation
of Financial
Proposals (only
for QCBS, FBS,
and LCS)**

- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Mauritian Rupees using the selling rates of exchange issued by the Bank of Mauritius, prevailing on the deadline for submission of proposals.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: $S = St \times T\%$

+ $S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Republic of Mauritius, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on

remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- | | | |
|---|-----|---|
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation. |
| | 7.2 | For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision. |
| | 7.3 | For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award. |
| | 7.4 | In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant |

7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Client's website, the results of the RFP process identifying the:

(i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and

(ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.

7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

9. Debriefing

9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful consultants are informed about the award, whichever is the case, by following regulation 9 of the public procurement Regulations 2008 as amended.

Instructions to Consultants – Data Sheet

| Paragraph Reference | |
|---------------------|---|
| 1.1 | Name of the Client: DEPARTMENT OF CIVIL AVIATION Method of selection: QUALITY COST BASED SELECTION |
| 1.2 | Financial Proposal to be submitted together with Technical Proposal: Yes X No Name of the assignment is: Provision of Consultancy Services for the Conversion of the Department of Civil Aviation into a Civil Aviation Authority |
| 1.3 | A pre-proposal conference will be held: Yes ____ No X The Client's representative is: DIRECTOR OF CIVIL AVIATION Address: DEPARTMENT OF CIVIL AVIATION SIR SEEWOOSAGUR RAMGOOLAM INTERNATIONAL AIRPORT, PLAINE MAGNIEN, REPUBLIC OF MAURITIUS Telephone: (230) 6032000 Facsimile: (230) 6373164 E-mail: civil-aviation@govmu.org |
| 1.4 | The Client will provide the following inputs and facilities: fully furnished office and all office equipment. |
| 1.6.1 | The Client envisages the need for continuity for downstream work: Yes ____ No X |
| 1.12 | Proposals must remain valid 120 days after the submission date. |
| 1.8.1 | Not applicable |
| 2.1 | Clarifications may be requested not later than 14 days before the submission date. The address for requesting clarifications is: DIRECTOR OF CIVIL AVIATION DEPARTMENT OF CIVIL AVIATION SIR SEEWOOSAGUR RAMGOOLAM INTERNATIONAL AIRPORT, PLAINE MAGNIEN, REPUBLIC OF MAURITIUS |

| | |
|----------------|--|
| | Facsimile:(230) 6373164 E-mail: civil-aviation@govmu.org |
| 3.3 (a) | Not Applicable |
| 3.3 (b) | The estimated number of professional staff-months required for the assignment is: 10 staff- months |
| 3.4 | The format of the Technical Proposal to be submitted is: FTP X |
| 3.4 (g) | Training is a specific component of this assignment: yes |
| 3.6 | <p>The Consultant shall include the items mentioned hereunder in its Lump sum price.</p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (4) cost of printing and dispatching of the reports to be produced for the Services; (5) other allowances where applicable and provisional or fixed sums (if any); and (6) cost of such further items required for purposes of the Services not covered in the foregoing. |
| 3.7 | <p>The contact details are: Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, REPUBLIC OF MAURITIUS Tel: +230 207 6000 ●Fax: +230 2118099 Email:yamini.rangasamy@mra.mu ●Website: www.mra.mu</p> |

| 3.8 | Consultant to state local cost in the national currency: NO × | | | | | | | | | | | | | | | | | | | | |
|--|--|--|---------------|--|-------|--|--|---------------------------------------|------|--------------|------|------------------------------|------|----------------------------------|---------|--|--|---------------------|------|-----------------------------------|---------|
| 4.2 | <p><i>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</i></p> <p><i>The name and position held by each person signing the authorization must be typed or printed below the signature.</i></p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p> | | | | | | | | | | | | | | | | | | | | |
| 4.3 | <p>Consultant must submit the original and three (3) copies of the Technical Proposal, and the original of the Financial Proposal.</p> <p>Note: Fax and Email submission will be rejected.</p> | | | | | | | | | | | | | | | | | | | | |
| 4.5 | <p>The Proposal submission address is:</p> <p>Director of Civil Aviation Attn: Chairperson Departmental Bid Committee Department of Civil Aviation Sir Seewoosagur Ramgoolam International Airport PlaineMagnien REPUBLIC OF MAURITIUS</p> <p>Proposals must be submitted not later than the following date and time:</p> <p>23 March 2017 up to 11:00 hours (local time)</p> | | | | | | | | | | | | | | | | | | | | |
| 5.2 | <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td><td style="text-align: right;">[10]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td style="text-align: right;">[20]</td></tr> <tr> <td> b) Work plan</td><td style="text-align: right;">[10]</td></tr> <tr> <td> c) Organization and staffing</td><td style="text-align: right;">[20]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td><td style="text-align: right;">[0 -50]</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Proposed Experts</td><td style="text-align: right;">[30]</td></tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td><td style="text-align: right;">[0 -30]</td></tr> </tbody> </table> | | <u>Points</u> | (i) Specific experience of the Consultants relevant to the assignment: | [10] | (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | | a) Technical approach and methodology | [20] | b) Work plan | [10] | c) Organization and staffing | [20] | Total points for criterion (ii): | [0 -50] | (iii) Key professional staff qualifications and competence for the assignment: | | a) Proposed Experts | [30] | Total points for criterion (iii): | [0 -30] |
| | <u>Points</u> | | | | | | | | | | | | | | | | | | | | |
| (i) Specific experience of the Consultants relevant to the assignment: | [10] | | | | | | | | | | | | | | | | | | | | |
| (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | | | | | | | | | | | | | | | | | | | | | |
| a) Technical approach and methodology | [20] | | | | | | | | | | | | | | | | | | | | |
| b) Work plan | [10] | | | | | | | | | | | | | | | | | | | | |
| c) Organization and staffing | [20] | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (ii): | [0 -50] | | | | | | | | | | | | | | | | | | | | |
| (iii) Key professional staff qualifications and competence for the assignment: | | | | | | | | | | | | | | | | | | | | | |
| a) Proposed Experts | [30] | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (iii): | [0 -30] | | | | | | | | | | | | | | | | | | | | |

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|--------------------------------------|--|---------------------------|-------|--------------------------------|-------|--------------------------------------|-------|---------------|------|------------------------|------|
| | <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table> <tr> <td>1) General qualifications</td><td>[30%]</td></tr> <tr> <td>2) Adequacy for the assignment</td><td>[60%]</td></tr> <tr> <td>3) Experience in region and language</td><td>[10%]</td></tr> <tr> <td>Total weight:</td><td>100%</td></tr> </table> <p>(iv) Suitability of the transfer of knowledge (training) program:</p> <table> <tr> <td>a) On the job training</td><td>[10]</td></tr> </table> <p>Total points for criterion (iv): [0 – 10]</p> <p>Total points for the four criteria: 100</p> <p>The minimum technical score S_t required to pass is: 70 Points</p> | 1) General qualifications | [30%] | 2) Adequacy for the assignment | [60%] | 3) Experience in region and language | [10%] | Total weight: | 100% | a) On the job training | [10] |
| 1) General qualifications | [30%] | | | | | | | | | | |
| 2) Adequacy for the assignment | [60%] | | | | | | | | | | |
| 3) Experience in region and language | [10%] | | | | | | | | | | |
| Total weight: | 100% | | | | | | | | | | |
| a) On the job training | [10] | | | | | | | | | | |

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|-----|--|
| 5.7 | <p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.8$, and $P = 0.2$</p> |
| 6.1 | <p>Expected date and address for contract negotiations:</p> <p>Department of Civil Aviation Sir Seewoosagur Ramgoolam International Airport Plaine Magnien Republic of Mauritius</p> <p>09 May 2017</p> |
| 7.7 | <p>Expected date for commencement of consulting services</p> <p>01 June 2017 at: Mauritius</p> |

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

| | |
|--|----|
| Form TECH-1: Technical Proposal Submission Form | 30 |
| Form TECH-2: Consultant's Organization and Experience | 32 |
| A - Consultant's Organization | 32 |
| B - Consultant's Experience..... | 33 |
| Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client | 34 |
| A - On the Terms of Reference | 34 |
| B - On Counterpart Staff and Facilities..... | 35 |
| Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment | 36 |
| Form TECH-5: Team Composition and Task Assignments | 37 |
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| Form TECH-7: Staffing Schedule ¹ | 40 |
| Form TECH-8 Work Schedule | 41 |

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.
- (b) We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²
- (c) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (d) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (e) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.7 of the Data Sheet.
- (f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
 - (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (ii) We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-

submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such consultants.

- (g) We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”*]

2 [*Delete in case no association is foreseen.*]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (around two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.]

| | |
|--|---|
| Assignment name: | Approx. value of the contract (in current US\$ or Euro or MUR equivalent): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total N° of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US\$ or Euro or MUR equivalent): |
| Start date (month/year): Completion date (month/year): | N° of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments

| Professional Staff | | | | |
|---------------------------|------|-------------------|-------------------|---------------|
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
| | | | | |
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Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position***[only one candidate shall be nominated for each position]:* _____

2. **Name of Firm***[Insert name of firm proposing the staff]:* _____

3. **Name of Staff***[Insert full name]:* _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education***[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training***[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages***[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment Record***[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: ____

Employer: _____

Positions held: _____

| | |
|---|---|
| 11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i> | 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____ |
|---|---|

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

FormTECH-7: Staffing Schedule¹


| N° | Name of Staff | Staff input (in the form of a bar chart) ² | | | | | | | | | | | | | Total staff-month input | | |
|----------------|---------------|---|---|---|---|---|---|---|---|---|----|----|-----------------|---|-------------------------|--------------------|-------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | Home | Field ³ | Total |
| Foreign | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | |
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| n | | | | | | | | | | | | | | | | | |
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| Local | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | |
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| n | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | Subtotal | | | | |
| | | | | | | | | | | | | | Total | | | | |

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

FormTECH-8 Work Schedule

| N° | Activity ¹ | Months ² | | | | | | | | | | | | |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | | | | | | | | | | | | | | |
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- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

| | |
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| Form FIN-2: Summary of Costs | 45 |
| Form FIN-3: Breakdown of Costs by Activity ¹ | 46 |
| Form FIN-4: Breakdown of Remuneration ¹ (Lump-Sum)..... | 47 |
| Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum) | 48 |
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Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your *Request for Proposal* dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the local taxes except VAT.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.
- (c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- (d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. We shall not enter with other applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such applicants.

- (e) We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

| Item | Costs | | | |
|--|--|--|--|--|
| | <i>[Indicate Foreign Currency # 1]¹</i> | <i>[Indicate Foreign Currency # 2]¹</i> | <i>[Indicate Foreign Currency # 3]¹</i> | <i>[Indicate Mauritian Rupees]</i> |
| Total Costs of Financial Proposal ² | | | | |

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

| | | | | |
|--|---|---|---|------------------------------------|
| Group of Activities (Phase): ² _____ _____ | Description: ³ _____ _____ | | | |
| Cost component | Costs | | | |
| | <i>[Indicate Foreign Currency # 1]</i> ⁴ | <i>[Indicate Foreign Currency # 2]</i> ⁴ | <i>[Indicate Foreign Currency # 3]</i> ⁴ | <i>[Indicate Mauritian Rupees]</i> |
| Remuneration ⁵ | | | | |
| Reimbursable Expenses ⁵ | | | | |
| Subtotals | | | | |

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

[illegible]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.:
3 draftsmen, clerical staff).
4 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
5 Indicate separately staff-month rate and currency for home and field work..

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| Nº | Description ¹ | Unit | Unit Cost ² |
|----|---|------|------------------------|
| | Per diem allowances | Day | |
| | International flights ³ | Trip | |
| | Miscellaneous travel expenses | Trip | |
| | Communication costs between [Insert place] and [Insert place] | | |
| | Drafting, reproduction of reports | | |
| | Equipment, instruments, materials, supplies, etc. | | |
| | Shipment of personal effects | Trip | |
| | Use of computers, software | | |
| | Laboratory tests. | | |
| | Subcontracts | | |
| | Local transportation costs | | |
| | Office rent, clerical assistance | | |
| | Training of the Client's personnel ⁴ | | |

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) **Bonus**
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) **Social Costs**
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been

provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the

¹ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|----------|---|-----------------------------|-----------------------|----------|------------------|----------------------------------|--|---|
| Name | Position | Basic Salary per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Fee ² | Away from Headquarters Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour ¹ |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Field | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section 5. Terms of Reference

1 Introduction

The Department of Civil Aviation (DCA) is a Government Department under the aegis of the Prime Minister's Office (External Communications Division) and plays a leading role in the socio-economic development of Mauritius.

DCA is mainly responsible for:

- (i) Regulating the safety and security of the aviation sector in Mauritius; and
- (ii) Provision of air navigation services in the Mauritius Flight Information Region (FIR).

DCA is also tasked with the issuance of Aviation Security Identification Cards for access to the restricted areas of the airport.

The specific responsibilities of the Department of Civil Aviation are enshrined mainly in the Civil Aviation Act of 1974, the Civil Aviation Regulations of 2007 and the Civil Aviation (Security) Regulations of 2008.

The External Communications Division of the Prime Minister's Office is responsible for the development of overall aviation policy and oversees the aviation sector including the airline and the airports.

As a Government Department, DCA is subject to the cumbersome administrative procedures in place in the civil service with regards to, amongst others:

- recruitment, training and retention of staff;
- conditions of service; and
- provision of funds for capital and recurrent expenditure.

In order to overcome these administrative burdens and to ensure that DCA achieves its vision of being recognised as the best regulator of civil aviation and the best provider of air navigation service in the region, the government has decided to convert the Department of Civil Aviation into a Civil Aviation Authority. This will further strengthen DCA's oversight capabilities and enhance the provision of Air Navigation Services within our FIR.

2 Brief description of Mauritius and the Aviation Industry

2.1 The Island of Mauritius

Mauritius is an island State located in the Indian Ocean, some 1,100 kilometres east of Madagascar and 2,300 kilometres from mainland Africa. Mauritius has witnessed a successful economic development and the building of a well-functioning market economy.

Mauritius has a diversified economy, which includes sugar cane production, the textiles industry, tourism, IT sector, financial offshore services, freeport zone and the creation of Integrated Resorts Schemes.

Since Mauritius is geographically remote from its main import and export markets, air transport is a crucial element for its sustained economic development.

2.2 The aviation sector in Mauritius

The civil aviation in Mauritius comprises mainly of:

- the Department of Civil Aviation;
- the national airline namely Air Mauritius; and
- the airports consisting of one international airport in Mauritius and one domestic airport in Rodrigues.

2.2.1 Department of Civil Aviation

The Department of Civil Aviation (DCA) is a Government Department under the aegis of the Prime Minister's Office (External Communications Division) and plays a leading role in developing the aviation industry in Mauritius through the safety and security regulation of the Mauritian civil aviation and by providing air navigation services in the Mauritian airspace in compliance with the Standards and Recommended Practices (SARPs) of the International Civil Aviation Organisation. As the regulatory body on matters pertaining to civil aviation, its specific responsibilities are enshrined mainly in the Civil Aviation Act of 1974, the Civil Aviation Regulations of 207 and the Civil Aviation (Security) Regulations of 2008 and include amongst others:

- issuance of air operator certificate, registration of aircraft, airworthiness of aircraft;
- licensing of personnel;
- certification and licensing of aerodromes;
- provision of air navigation services;
- ensure compliance with aviation security and facilitation standards; and
- issuance of aviation security identification cards.

The DCA is headed by a Director of Civil Aviation who is assisted by two Deputy Directors of Civil Aviation to implement aviation policies to achieve set objectives. The Director of Civil Aviation is also assisted by three Divisional Heads for the implementation of technical standards to ensure compliance with ICAO and local legislation.

Mauritius had undergone an ICAO Coordinated and Validation Mission (ICVM) assessment in 2015 achieving almost 70% of effective implementation of ICAO Standards and Recommended Practices.

2.2.2 Vision and Mission of DCA

The vision of DCA is to be recognised as the best regulator of civil aviation and the best provider of air navigation services in the region.

The mission of DCA is:

- To foster the development of a safe, secure, regular and efficient civil aviation operations;
- To regulate and promote civil aviation activities in Mauritius;
- To provide safe and efficient air navigation services within our airspace; and
- To serve the interests of the Mauritian community at large;

2.3 Regulatory Functions

The regulatory duties that are undertaken by the specific divisions of DCA are detailed below.

2.3.1 Airworthiness

The responsibilities of the Airworthiness Division cover all matters relating to registration of aircraft, continuing airworthiness, approval of maintenance organisations, certification of operators and licensing of maintenance personnel.

2.3.2 Aircraft Accident Investigation

In Mauritius there is no independent aircraft accident investigation organisation, due to the small size of the aviation industry. However an Aircraft Accident Investigation Unit is set up as and when required for any investigation of any accident or reportable occurrences under the Civil Aviation Regulations, including incidents and accidents relating to aircraft, aerodrome and air traffic, with respect to operations and maintenance under the jurisdiction of the Department.

2.3.4 Flight Operations

The Flight Operations Division is responsible for conducting investigations for awarding Air Operator Certificate and exercising continuing surveillance and inspections of operations and issuing approval for the transport of dangerous goods.

2.3.5 Personnel Licensing

This Division carries out the functions and duties relating to the issue of validation certificates and licences for flight crews for all aircraft registered in Mauritius. It also issues machine readable Crew Member Certificates for all non-flight crew personnel.

2.3.6 Aerodrome Licensing

The Aerodrome Licensing Division ensures that all standards and recommended practices of the International Civil aviation Organization are adhered to, through regular audits, inspections, surveillance and general oversight. It is also responsible for the issue of licences to the aerodrome operators within the Republic of Mauritius. The Safety oversight for the CNS service provider is also undertaken by the Aerodrome Licensing Division.

2.3.7 Air Traffic Standard Office

This Office is responsible for making recommendations to the DCA on safety policies and regulatory requirements. It conducts safety oversight of the Air Traffic Management division which includes audits and inspections to ensure:

- compliance with the safety related SARPs of ICAO Annexes;
- the safety of ANS operations; and
- staff are adequately trained as per ICAO requirements in the various sections including Air Traffic Management (ATM), Aeronautical Information Services (AIS), Search and Rescue (SAR), Aeronautical Meteorology Services (MET), Flight Procedure Design (PANS-OPS) and Aeronautical Charts (MAP).

2.3.8 Civil Aviation Security Unit

The Director of Civil Aviation is also the Appropriate Authority for aviation security and is responsible to ensure compliance with security standards of Annex 17 as well as Standards of Facilitation (Annex 9).

The Department also chairs the National Facilitation Committee for all aspect of passenger facilitation at the airport.

The Civil Aviation Security Unit (CASU) is responsible for ensuring adherence to the legal provisions for civil aviation security and facilitation. It fulfils this responsibility through security audits, inspections and surveillance of aerodrome operators, aircraft operators, flight catering organizations, ground handling agencies, regulated cargo

agents, known cargo consignors and other stakeholders for which aviation security is relevant.

2.4 Provision of Air Navigation Services (ANS)

The responsibility for provision of air navigation services rests on two divisions, namely the ATM and CNS.

2.4.1 Air Traffic Management (ATM)

The Air Traffic Management (ATM) Division is responsible for managing all domestic and international air traffic within the Mauritius airspace with the aim of enabling aircraft operators to meet their planned times of departure and arrival and adhere to their preferred flight profiles with minimum constraints and without compromising agreed levels of safety.

In general the ANS provides Air Traffic Services and Aeronautical Information Services to the Aeronautical Community. The ATM Division also carries out aircraft Flight Clearance function.

2.4.2 Communication, Navigation and Surveillance (CNS)

The Communication, Navigation and Surveillance (CNS) Division is mainly responsible for the provision of facilities required for aircraft to navigate safely in the Mauritian airspace. These facilities comprise communications between Air Traffic Controllers (ATC) and Pilots, voice and data communications among all the various Air Traffic Control Centres in the region, navigation equipment including landing aids (Instrument Landing System) and surveillance equipment (Automatic Dependent Surveillance). Furthermore, other computerised systems such as the Flight Data Processing Systems (FDPS) are provided as working tools so that ATCs can have a visual display of all aircraft under their control on a pseudo-radar screen.

The CNS Division is also responsible for the maintenance and proper functioning of the equipment used for providing these services. The Navigations equipment are located in Mauritius, Rodrigues, St Brandon and Agalega.

2.4.3 Aeronautical Information Services

This unit of the Department is responsible for the provision of aeronautical information services and aeronautical cartography within the Mauritius FIR.

2.4.4 Search and Rescue

The Department is responsible for alerting services and coordinating Search and Rescue (SAR) operations in the event of aircraft emergencies and accidents within the Mauritius Flight Information Region.

The Ministry of Ocean Economy, Marine Resources, Fisheries, Shipping and Outer Islands is responsible for conducting search and rescue and is the organisation responsible for the development and maintenance of the Mauritius SAR Plan.

2.4.5 Issue of Aviation Security Identification Cards

The Permit Office of the Department of Civil Aviation is tasked with the issuance of Aviation Security Identification Cards (ASIC) to personnel and vehicles of all stakeholders requiring access to areas within the airport premises that are decreed as restricted zones under civil aviation security legislation.

3. Growth in the Aviation Sector

Mauritius has witnessed a steady growth of air transport activity in the recent years which is reflected in a steady increase of aircraft movements, passengers as well air cargo.

Over the last 3 years the number of aircraft landing at SSR International Airport has risen from 18,587 in 2014 to 19,974 in 2015 and 21,931 in 2016, representing an increase of 7.7 and 9.9 respectively.

In 2016 the total number of passengers arriving at SSR International Airport was 3,535,693 which represents a growth of 0.6% over the number of passengers for 2015 which stood at 3,197,308.

In view of the various initiatives taken by Government to stimulate the aviation sector such as the creation of the Mauritius Singapore air corridor and the air cargo hub, it is expected that the above trend will be sustained over the next decade.

4 Airlines

4.1 Air Mauritius

There is only one AOC holder in Mauritius for passenger commercial flights namely Air Mauritius Limited, operating as Air Mauritius which is the flag carrier airline of Mauritius. The airline is headquartered at the Air Mauritius Centre in Port Louis, Mauritius and its main base of operation is Sir Seewoosagur Ramgoolam International Airport. The company is the fourth largest carrier in Sub-Saharan Africa, and has an important standing in the European, African, and Indian Ocean region markets.

The carrier is 51% owned by Air Mauritius Holdings Ltd., which is in turn owned in its majority (43.83%) by the Mauritian Government.

Air Mauritius has signed a memorandum of understanding with Airbus for six Airbus A350-900s. It is planned that two aircraft will join the fleet by end 2017 and the other four will join in 2019 and 2020.

As of December 2016, the Air Mauritius fleet consists of the following aircraft:

| Aircraft | In fleet | On order |
|-----------------|----------|----------|
| Airbus A319-100 | 2 | |
| Airbus A333-200 | 2 | |
| Airbus A340-300 | 6 | |
| Airbus A350-900 | 0 | 6 |
| ATR72-500 | 3 | |

4.1.1 Other Prospective Operators

The Department of Civil Aviation has received an application from one charter operator which is in the process of being evaluated. The operations will take place in the African region for UN flights mostly. In 2017 five aircraft of the type LET 410 is planned for registration and an additional similar 15 aircraft in the next 5 years.

4.2 Helicopter Operations

4.2.1 Mauritius Helicopter Services Ltd

Air Mauritius has set up a subsidiary company for domestic operations and sight-seeing and is operating two Bell 206 B helicopters. It is operating under its own AOC which has been issued in May 2016.

4.2.2 Other Prospective Operators

The Department of Civil Aviation has received applications from three additional helicopter operators for domestic operations and sight-seeing which are in the process of evaluation. It is expected that the evaluation process will be completed this year and operations may start as from 2017. The helicopters proposed to be used are single and twin engine Airbus Helicopters. A total of 6 is envisaged in the year 2017.

4.3 Airports

4.3.1 Sir Seewoosagur Ramgoolam International Airport

Sir Seewoosagur Ramgoolam International Airport (IATA: MRU, ICAO: FIMP) is the only main international airport in Mauritius. It is located 48 km southeast of the capital city of Port Louis. The airport was previously known as the Plaisance Airport and has direct flights to several destinations in Africa, Asia, Europe and is home to the country's national airline Air Mauritius. Sir Seewoosagur Ramgoolam International Airport is owned and operated by a private company namely Airports of Mauritius Co. Ltd (AML) which is also the licensed aerodrome operator. The Government of Mauritius is the major shareholder of AML.

4.3.2 Sir Gaetan Duval Airport

Mauritius has also a domestic airport known as Sir Gaetan Duval Airport in the Rodrigues island some 600 Km North North East of Mauritius. The operator is Airport of Rodrigues Ltd. Only Air Mauritius and Air Austral operates to Sir Gaetan Duval Airport from Mauritius and Reunion Island respectively. The flights between Mauritius and Rodrigues are domestic operations whereas the flights between Reunion and Rodrigues are regional operations where passengers are required to undergo border control formalities.

4.3.3 Agalega

Another air strip of around 1350 metres is also located in the Agalega Island some 1100 Km north of Mauritius and is expected to be fully refurbished by 2019 and will allow aircraft of the ATR 72 type and smaller to land and take off.

5. Proposed new Civil Aviation Authority

Presently, civil aviation responsibilities in Mauritius are carried out by the Department of Civil Aviation (DCA). The DCA is headed by a Director of Civil Aviation who is assisted by two Deputy Directors of Civil Aviation. One Deputy Director is in charge of the Regulatory Sections whereas the other Deputy Director is in charge of the Air Navigation Services Sections. There is a line of demarcation between the regulator and the service provider, and the service provision is being regulated by the regulator on an arm's length basis.

However, as the aviation industry in Mauritius grew, during the last two decades, particularly with the opening of the New Terminal Building in 2013 at the SSR International Airport, it is a clear indication that the aviation industry is growing very rapidly and the need is felt that the Department of Civil Aviation must be re-organised as a statutory body in order to regulate the aviation sector more effectively to respond more quickly to changes in the aviation industry, and to maintain and raise the safety and security standard of Mauritius aviation sector.

In this respect, the Government of Mauritius, considering the size of the aviation industry and the number of local operators has decided to create an autonomous body that will retain all the existing functions namely Regulatory, ANS service provision and aviation security in line with the recommendations of the Directors General of Civil Aviation Conference on Global Strategy for Aviation Safety, held in Montreal, in March 2006, which called upon States to establish, where necessary and as soon as possible, an autonomous Civil Aviation Authority which is empowered and adequately funded to provide effective safety oversight.

It was recognised that the absence of an autonomous Civil Aviation Authority in certain States was a serious obstacle to implementing safety oversight functions as prescribed by ICAO.

The proposed Civil Aviation Authority which should have financial, recruitment and enforcement autonomy, will have an important role in the development of Mauritius into an aviation hub for the region. Moreover it will be responsible to:

- (i) promote the development of air transport;
- (ii) promote and facilitate the development of the local aerospace industry;
- (iii) provide the regulatory services of the Government on matters pertaining to civil aviation to all aviation stakeholders;
- (iv) provide Air Navigation Services within the Mauritius Flight Information Service;
- (v) issue Aviation Security Identification Cards for the employees of the airport;
- (vi) provide search and rescue operations within the Mauritius Flight Information Region;
- (vii) advise the government on aviation matters; and
- (viii) represent Mauritius as the international focal point on aviation matters.

6. Mauritian Government policy

The vision of Government is to take advantage of its geographic location to transform the SSR International Airport as a major “Regional Logistics and Aviation Hub” for the regional islands as well as between Europe, Africa, Asia and Australia.

The vision is for Mauritius to also become a “Cargo Hub”. As the manufacturing and agricultural sectors grow, the enhanced air connectivity coupled with market access to COMESA and SADC countries, will place Mauritius in a comfortable position to handle larger volumes of cargo with much emphasis on transshipment as well. . It is estimated that the volume will reach 58,000 tons in 2020, 80,000 tons in 2025, and 90,000 tons in 2030.

As regards Policy/Legal reforms, several actions will be undertaken to boost seat and cargo capacity which includes amongst others:

- an “open air access policy”;
- the opening of skies will be pursued alongside the review of the business model of the national flag carrier;
- promotion of air cargo activities;
- aggressive marketing to promote Mauritius as a competitive cargo destination;
- promotion of trade and investment in Africa; and
- need to increase air connectivity to the eastern and western part of Africa, Asia and the Indian Ocean region to support the development of freeport activities in the airport area, this will also boost air cargo transshipment activities.

Air Corridor

Furthermore, a Memorandum of Joint-Cooperation with Singapore Changi Airport Group and Air Mauritius was signed on 14 October 2015, on the creation of an “Air Corridor” between Africa and Asia. The overall objective of the Project is to develop air connectivity between two emerging continents: Africa and Asia by establishing and developing non-stop services between Mauritius and Singapore.

The development of the air transport corridor from Asia to Africa using Mauritius and Singapore as gateways will require the implementation of the regional airline from Mauritius to Africa. This project is being studied and will go ahead at a later stage.

The air corridor, as a concept, is very promising as it provides the missing linkage between Africa and Asia through Mauritius and has thus the potential to boost passenger as well as cargo traffic into Mauritius.

Vision 2030

Support for the air transport sector as a prerequisite for economic growth was recognised in Mauritius Vision 2030 Plan for the period 2016-2030. Improvement in air safety was indicated as a key objective and capital budgets were allocated accordingly.

With regard to the air transport sector, the Mauritius vision 2030 focuses in general on the following issues:

- Pursuing legal and institutional reforms aimed at revamping the industry to meet the challenges of a liberalised environment;
- Promoting civil aviation in accordance with the Convention on International Civil Aviation;
- Ensuring compliance with regional and international agreements;

- Encourage training and professional development of human resources in the aviation industry; and
- Attracting national and international air carriers to stimulate tourism and trade.

7. Establishment of an autonomous CAA

Government is therefore inviting consultancy services to assist in the creation of an autonomous CAA in line with ICAO policy.

The autonomous CAA will operate as a corporate body under the responsibility of the Ministry responsible for Civil Aviation and will have a Board of Directors to decide on strategic and policy issues

8. Terms of Reference

8.1 Purpose of the contract

The objective of the assignment is to undertake a study and make appropriate recommendation to the Mauritius Department of Civil Aviation (DCA) for the creation of an autonomous Civil Aviation Authority (CAA) with clear lines of separation between the regulatory oversight and the service provisions functions.

The consultant shall provide comprehensive and detailed reports that will be used for the creation of a new Civil Aviation Authority that will replace the existing Department of Civil Aviation. These reports shall be submitted following the conduct of each of the tasks listed below and shall contain elements specified in the deliverables mentioned for each specific tasks.

Task 1: Review and analysis of the DCA current structure, functions, and operations; including identification of gaps in capabilities and operations;

Task 2: Recommend a model for the Civil Aviation Authority (CAA) that will be most appropriate considering the complexity of the air transport industry in Mauritius and propose an organisation structure for the new CAA.

Task 3: Develop and propose an action plan for the setting up of the new CAA in line with the “Task 2” final report approved by DCA.

Task 4: Submit an Implementation plan

Task 5: Assist during the Implementation Phase

8.2 Outline of the services required

The services requested under the contract include, but are not limited to, the following:

8.2.1 Task 1: Review of DCA Current Structure, Functions, and Operations

The Consultant shall conduct a detailed review and analysis of the legal framework, organization structure, and functions of the DCA. The Consultant shall review the existing Civil Aviation Act, any regulations made under the act as well as any draft Act.

In addition, the Consultant shall conduct meetings with key officials of the DCA and PMO, and any other party that it deems necessary, such as staff unions. The Consultant shall collect required information and submit a first report including the following, at a minimum:

- The status of the Civil Aviation Act and regulations required to be established by the new Aviation Act;
- Statutory authority of the DCA and its overall roles and responsibilities;
- Regulatory functions and responsibilities of the DCA;
- Current organisational structure of the DCA and the functions of the divisions within the DCA;
- Current practices of the DCA with respect to information and data collection and decision making;
- The Mauritius legal framework as it relates to authorising and conducting ICAO State obligations;
- The status of ICAO Universal Safety Oversight Audit Program (USOAP) reports and findings that are still outstanding;
- Staffing capacity and skills; and,
- Any other information on the DCA's operations such as limitation, challenges, difficulties, neglected functions, etc.

Deliverable:

The Consultant shall document all findings in an assessment report which shall include the result of the detailed analysis along with any conclusion/recommendation.

8.2.2 Task 2: Recommend a model that will be most appropriate for Mauritius considering the complexity of the aviation industry and propose an organisation structure for the new CAA

The consultant shall take into consideration the findings of the first report to propose a model for the new Civil Aviation Authority as well as an organisation structure that will adequately allow the Authority to discharge all its functions and duties to achieve its set objectives and its obligations vis-à-vis ICAO.

In carrying out this task, the consultant shall:

- Define the roles, duties and responsibilities of the CAA, the Board and that of the Minister responsible for Civil Aviation;
- Propose necessary changes to legislation to create and properly empower the Authority to discharge its regulatory and operational responsibilities and functions;
- To gather information on revenue generated by the Department of Civil Aviation and make appropriate recommendations after taking into consideration the forecasted expenditure of the autonomous CAA for a financial sustainability of the CAA;
- Have consultations with staff and staff union and take on board views and comments received therefrom to formulate appropriate salary and conditions for each category of staff;
- Generate a business plan, for the operating and capital budget based on the existing schemes of charge with any required adjustment as per the recommendations of the previous bullet; and
- Corporate governance best practices that encourage fairness, accountability, and transparency.

Deliverable:

The Consultant shall submit the first draft report including a detailed business plan with justifications of the proposed model.

8.2.3 Task 3: Develop and Recommend an Action Plan for the Setting up of the Authority

The Consultants shall develop and recommend an action plan to implement the recommendations for the setting up of the Authority. The action plan shall also provide a detailed plan to address all areas identified in the ICAO USOAP reports.

At a minimum, the Consultants shall include the following as part of their recommendations:

- A proposed new Civil Aviation Act and new Regulations as appropriate;
- Forecasted level of staff and skills needed for the new CAA, taking into consideration new skills and expertise required to meet changes in technology as well as a training policy, and a 3-year training and development plan;

- Proposed options and strategies for identifying and addressing training and development needs; and
- Recommendations on the role of the CAA in future aviation sector development planning with particular focus on next generation technologies for air navigation and communication, air traffic services, and aviation safety and security.

Deliverable:

The Consultants shall submit an Action Plan, which will incorporate all of the above, and present the findings to DCA and PMO. The DCA will be responsible for finalising the submitted Act, Regulations or policy procedures.

8.2.4 Task 4: Implementation Plan

The Consultants shall develop and provide specific requirements for the implementation of the action plan proposed in Task 3.

At a minimum the implementation plan shall include:

- A detailed list of all actions accompanied by a composite schedule for the implementation of each recommendation with timeframe; and
- A project management plan for the implementation of the action plan and schedule of activities required for the setting up of the CAA, within the pre-defined time frame;

Deliverable:

The Consultants shall provide an Implementation Plan incorporating all of the above.

8.2.5 Task 5: Implementation Phase

The Consultant shall assist in the implementation of recommended actions for the setting up of the CAA within a predefined time scales once these are defined until the autonomous body is fully established and operational.

During this phase, the consultant shall provide training to DCA staff aiming at proper understanding of the new structure, roles and responsibilities of the new Authority.

9. Reports

The assessment report, following completion of task 1, shall be submitted within six weeks of start of consultancy services.

The consultant shall submit a first draft report on completion of task 2 within 3 months of award of contract.

DCA shall submit its views and comments within one month of receipt of the first draft report.

An interim final report shall be submitted within six weeks of receiving comments on the 1st draft report and after completion of tasks 3 and 4.

DCA shall submit its views and comments within three weeks of receipt of the interim final report.

The Consultants shall prepare and deliver to DCA, within three weeks of receipt of comments on the interim final report, a substantive and comprehensive final report of all works performed under these Terms of Reference ("Final Report"). The Final Report shall be organised according to the tasks mentioned under section 8, and shall include all deliverables and documents that have been provided to the DCA.

10. Composition of team

The Consultants team should consist of technical, legal and management experts with wide experience and knowledge in the field of civil aviation.

The consultants should designate a team leader who will be responsible to the implementation phase of the project once the report is approved for implementation.

List of Acronyms

| | |
|-----------|---|
| AIS | Aeronautical Information Services |
| AML | Airports of Mauritius Co Ltd. |
| ANS | Air Navigation Services |
| ANSP | Air Navigation Service Provider |
| AOC | Air operator Certificate |
| ATC | Air Traffic Control/Controller |
| ATM | Air Traffic Management |
| CAA | Civil Aviation Authority |
| CASU | Civil Aviation Security Unit |
| COMESA | Common Market for Eastern and Southern Africa |
| DCA | Director of Civil Aviation/Department of Civil Aviation |
| FDPS | Flight Data Processing Unit |
| FIR | Flight Information Services |
| ICAO | International Civil Aviation Organisation |
| ICVM | ICAO Coordinated Validation Missions |
| MAP | Aeronautical Charts |
| MET | Meteorological Services |
| PANS -OPS | Procedures for Air Navigation - Operations |
| PMO | Prime minister's Office |
| SADC | Southern African Development Community |
| SAR | Search and Rescue |
| SARPs | Standards and Recommended Practices |
| USOAP | Universal Safety Oversight Audit Programme |

Section 6. Standard Forms of Contract

This Section contains the following for Lump-Sum Contract:

- I. Contract Forms
- II. General Conditions of Contract
- III. Special Conditions of Contract
- IV. Appendices to Contract

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Preface

1. The Standard Contract consists of four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.
2. Lump-sum contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultant are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum contract is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

[name of the Client]

and

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*

| | |
|---|--------------|
| Appendix A: Description of Services | ___ Not used |
| Appendix B: Reporting Requirements | ___ Not used |
| Appendix C: Key Personnel and Sub-Consultants | ___ Not used |
| Appendix D: Breakdown of Contract Price in Foreign Currency | ___ Not used |
| Appendix E: Breakdown of Contract Price in Local Currency | ___ Not used |
| Appendix F: Services and Facilities Provided by the Client | ___ Not used |
| Appendix G: Form of Advance Payment Guarantee | ___ Not used |
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in Republic of Mauritius
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than Mauritian Rupees.
- (g) “GC” means the General Conditions of Contract.
- (h) “Government” means the Government of the Republic of Mauritius
- (i) “In writing” means communicated in written form with proof of receipt.
- (j) “Local Currency” means Mauritian rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Mauritius.
- 1.3 Language** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Mauritius or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws as specified in the SCC, the amount of which is deemed to have been included in the Contract Price.

Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.

For further information, the contact details are as specified in the SCC.

1.9 Fraud and Corruption

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2.6 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.2 (b).

1.9.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

⁶ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context,

⁷ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁸ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

- (iv) “coercive practice”⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.6.

**1.9.2
Measures to be
Taken**

- (vi) The Consultant may be sanctioned, declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract by Government of the Republic of Mauritius if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

**1.9.3
Commissions
and Fees**

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

**1.9.4
Integrity
Clause**

The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.

⁹ A “party” refers to a participant in the selection process or contract execution.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party.

2.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such

period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgement of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment
Upon
Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

**3.1.1 Standard
of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

**3.2 Conflict of
Interests**

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**3.2.1 Consult
ants not to
Benefit from
Commissions,
Discounts, etc.**

The payment to the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

**3.2.2 Consultant
and Affiliates
not to be
Otherwise
Interested in
Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause its Personnel as well as their Sub-Consultants and its Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the prevailing sanctions procedures.)

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in Mauritian Rupees is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of

an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|------------------------|--|
| 1.4 | <p>The addresses are:</p> <p>Client: Department of Civil Aviation Sir Seewoosagur Ramgoolam International Airport PlaineMagnien Republic of Mauritius</p> <p>Attention: Director of Civil Aviation</p> <p>Facsimile: (230) 6373164</p> <p>E-mail: civil-aviation@govmu.org</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> |
| 1.6 | <p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p> |
| 1.7 | <p>The Authorized Representatives are:</p> <p>For the Client: Director of Civil Aviation</p> <p>For the Consultant: _____</p> |

| | |
|-----|--|
| 1.8 | <p>For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).</p> <p>With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.</p> <p>Details of contact for the MRA is:</p> <p>Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius</p> <p>Tel: +230 207 6000 ●Fax: +230 211 8099</p> <ul style="list-style-type: none"> • Email: yamini.rangasamy@mra.mu • Website: www.mra.mu |
| 2.1 | The Effective Date is Mid May 2017 . |
| 2.2 | The date for the commencement of Services is 01 June 2017 . |
| 2.3 | The time period shall be 26 Weeks . |
| 3.4 | <p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party liability insurance, with a minimum coverage of Rs0.5 Million; (b) professional liability insurance, with a minimum coverage of Rs0.5 Million per year (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |

| | |
|---------------|--|
| 5.1 | NOT APPLICABLE |
| 6.2(a) | The amount in foreign currency or currencies is <i>[insert amount]</i> . |
| 6.2(b) | NOT APPLICABLE |
| 6.4 | <p>The accounts are:</p> <p style="padding-left: 40px;">for foreign currency or currencies: <i>[03401000028]</i></p> <p>Payments shall be made according to the following schedule:</p> <p>Award of contract- 10%</p> <p>Submission of first draft- 25%</p> <p>Submission of interim report- 25%</p> <p>Submission of final report- 25%</p> <p>Final payment after completion of Task 5- 15%</p> <p>The client will pay the invoices after deduction of the applicable Tax Deduction at Source.</p> |
| 6.5 | The interest rate is nil |

| | |
|------------|---|
| 8.2 | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1 Amicable Settlement</p> <p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.</p> <p>2 Right to Arbitration (Dispute Settlement)</p> <p>Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party to arbitration under the Applicable law.</p> <p>3 Miscellaneous</p> <p>In any arbitration proceeding hereunder:-</p> <p>(a) Proceedings shall be held in Mauritius</p> <p>(b) English shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, the Parties hereby waiving any objections to or claims or immunity in respect of such enforcement.</p> |
|------------|---|

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to be made available to the Consultant by the Client.

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____, ²whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."